FORM BXA-621P (REV 10-89)

U.S. DEPARTMENT OF COMMERCE BUREAU OF EXPORT ADMINISTRATION

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT SINGLE TRANSACTION

(For reporting requests described in Part 769 of the Export Administration Regulations)

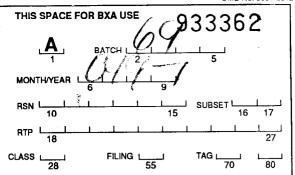
NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE

NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE
The Export Administration Act permits you to protect from public disclosure information regarding the quantity, description, and value of commodities or technical data supplied in Item 11 of this report and in any accompanying documents. If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying.

You can obtain this protection by certifying, in Item 10 of the report, that disclosure of the information referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 10, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 11 of the inspection copy of the report form and from the public inspection copies of the accompanying documents.

and from the public inspection copies of the accompanying documents.

The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.



This report required by law (50 U.S.C. App. §2407 (b) (2) P.L. 96-72; E.O. 12214; 15 C.F.R. Part (769). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

Instructions: 1. Complete all items that apply. 2. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 3. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. If you certify, in Item 10, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy: of the documents submitted to exclude the specified information and remove the bottom of the Duplicate "Public Inspection Copy" of the report form relating to Item 11.

Public reporting for this collection of information is estimated to average one hour per request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commence Machinetee D.C. 2020, and to the Office of Management and Pulport Paragraph Reduction Project (0894-0012). Washington, D.C. 20503

of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503								
1a	. Ide	entify firm submitting this report:	Specify firm t	ype:	1b. Check any	y applicable box:		
		ame: Westinghouse Electric Corp.	★ Exporter		☐ Revisi	ion of a previous report (attach two copies of	the
		ddress: 4400 Alafaya Trail	☐ Bank		previo	ously submitted report)		
		ity, State and ZIP: Orlando, FL 32826	☐ Forwarder	•	☐ Resul	omission of a deficient re	port returned by BXA	(attach
	C	Country (If other than USA):	☐ Carrier	,		etter that was returned w		
	T	elephone: (407) 281-2000 3253765	☐ Insurer ‴	and the same of th		rt on behalf of the person		
	F	elephone: (407) 281–2000 325375 irm Identification No. (If Known):	□ Other \ि	35	□ Dual r	report on behalf of self ar	nd the person identific	ed in Item 2
		ou are authorized to report and are reporting on behalf of ano	ther U.S.		tify exporting fire	m, unless same as Item 1	la or 2:	
٤.	per	or are authorized to report and are reporting on behalf of and reson, identify that person (e.g., domestic subsidiary, controlled osidiary, exporter, beneficiary);	i Foreign					
	Na	me		Nam	ne:			
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	City	y, State and ZIP:		•	, State and ZIP:	- LICA >-		
	Co	untry (if other than USA):			ntry (if other than			
	Тур	pe of firm: (see list in item 1s)		Firm	Identification N	o. (if known):	36-41	42
		m Identification No. (if known):		- N	1	auntaine parient subish		42
4.	(a)	Name of boycotting country from which request orginated: Saudi Arabia		5. Nam Ist	ne of country or disae1	countries against which re	equest is directed;	
		Name of country directing inclusion of request, if different						
_		m (a) above:	43-44					45-46
6.		porting firm's reference number (e.g., letter of credit, custome	er order,			equest: (use digits for m	nonth/day/year)	
	mv	Oice): Qaseem 1-NEG094780	71-77	Ju	me 21, 1	997		47-52
8.	Sp	ecify type(s) of document conveying the request:	☐ Letter of credit Submit two copies					
	(submit two copie or transcript of re	Request to carrier for blacklist certificate	☐ Requistion/purchase order/accepted contract/shipping instruction					of each
		(submit two copies of blacklist certificate	Bid invitation/tender/proposal/trade opportunity					document or relevant
		•	Questionaire (not related to a particular dollar value transaction)					page in
		Unwritten, not otherwise provided for (make transcript of request and submit copies) 53-54	Guestorial of (not volated to a particular deline transfer of the particul					which the request
			tner wبر ا	nuen (speci		appears		
9.	De	cision on request: (Check one)			☐ Have taken or will take the action requeste		n requested but in a r	modified
		Have not taken and will not take the action requested.		for (attach detailed explanation).				
	¥	Have taken or will take the action requested.		Unable to report ultimate decision on the request at this time and will inform the Bureau of Export Administration of the decision w				his time and
		Have taken or will take the action requested and claim it is				rm the Bureau of Export is after decision is made.	ACIA COL	O WILLIAM
		subject to a grace period (attached detailed explanation).	56-57 HOT			HOU118		
Additional Information: The firm submitting this report may, if it so desires, state on a seperate sheet any additional information relating to the request reported or the response to that request. This statement will constitute a part of the report and will be made available for public inspection and copying, subject to the right to protect certain confidential information								
from disclosure described in Item 10.								
10. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign below) 1. I (We) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in: I tem 11 below (If you check this box, be sure to remove the bottom of the Duplicate (Public Inspection Copy) of the report form relating to Item 11.) Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would								
place a United States person involved at a competitive disadvantage, and I (We) request that it be kept confidential. 2. I (we) authorize public release of all information contained in the report and in any attached documents. I (We) certify that all statements and information contained in this report are true and correct to the best of my (gur) knowledge and belief.								
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SCECO - CENTRAL REGION
GENERATION ENGINEERING DEPARTMENT
QASEEM CPP EXTENSION PROJECT

SECTION -_3
GENERAL TERMS &
CONDITIONS OF CONTRACT

PAGE 90

Owner/Engineer the policy or policies of the insurance and the receipt for payment of the current premiums.

2.805 Remedy on Contractor's Failure to Insure

If the Contractor fails to effect and keep in force the insurances required hereof or any other insurance which may be required to effect under the terms of the Contract, then and in such case the Owner may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Owner as aforesaid from any monies due or which may become due to the Contractor or recover the same as debt due from the Contractor.

This does not however, relieve the Contractor from any of its obligations or liabilities under this Contract which may arise as a consequence of the Contractor's failure to insure.

2.900 CONFORMANCE TO SAUDI ARABIAN LAWS: Superseded by Article-4 in the (Arabic) General Requirements of SCECO-C.

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QASEEM CPP EXTENSION PROJECT	CONDITIONS C

N - 3 TERMS & F CONTRACT PAGE 91

2.901 **Boycott Provision of the Contract**

The Contractor acknowledges the existence of the rules of the Israel boycott.

3.000 CONTRACTOR'S REPRESENTATIVES AND PERSONNEL

3.001 Contractor shall assign a skilled superintendent and the The necessary competent construction foremen constantly on the work performed at the Site. The Contractor shall have available at the Site at all times a member of his organization with authority, whom the Owner and/or Engineer may contact regarding any problems arising with respect to materials, workmanship Contract compliance, or work progress, so that decisions may be obtained on such matters without delay.

> The Contractor's representatives shall not be transferred from this operation without prior advance notice to the Owner and the Engineer, except in cases of force majeure or urgent family reasons.

3.002 The Owner reserves the right to request the removal of any representative or personnel employed by the Contractor in the execution of the work hereunder, who misconduct's himself or be incompetent or negligent; and the Contractor shall remove the person so objected to upon receipt of notice in writing from the Owner, and shall

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3. CONTRACTOR TO FULLY INFORM HIMSELF ABOUT ALL MATTERS OF THE CONTRACT

The Contractor shall be deemed to have accepted all the conditions and circumstances affecting the Contract Price, the feasibility of executing the works as shown and described in the Contract, the general circumstances at the Site of the works and the general work conditions at the Site, and to have fixed his price according to his own view of these matters in such a way that there will be no due additions on the Contract price as far as the Contract works are being executed in the manner decided for them originally.

The Contractor shall be responsible for any misunderstanding or incorrect information however obtained except information given to him in writing by the Owner.

4. <u>COMPLIANCE WITH SAUDI LAWS</u>

The Contractor in accordance with this Contract agrees to conform and comply with all regulations, orders and rulings in force in the Kingdom of Saudi Arabia which may in any way affect or be applicable to the execution of the Contract.

The Contractor shall be responsible for any statutory charges which may be applicable under such regulations, orders or rulings and shall indemnify and save harmless the Owner from and against all damages and liability thereof which may arise out of the failure of the Contractor to comply with said regulations, orders and rulings.

5. <u>LOCAL AUTHORITIES</u>

The Contractor will obtain by himself and at his own cost all agreements, leave permits and all other permits required in connection with the laws from the concerned authorities in and outside the Kingdom necessary for the execution of this Contract.

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